

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION**

**VALERIE VAUGHN, and  
VICTORIA VAUGHN HOLSTED,**

**Plaintiffs,**

**v.**

**SOUTHWEST AIRLINES CO.,**

**Defendant.**

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**Case No.: CV-09-HGD-2193-S**

**CONSENSUAL AMENDMENT OF COMPLAINT TO EFFECT DISMISSAL WITH  
PREJUDICE OF PLAINTIFFS' ALLEGATIONS OF EXPOSURE TO TOXIC FUMES**

Pursuant to Fed. R. Civ. P. 15(a)(2), with Defendant's written consent, Plaintiffs Valerie Vaughn and Victoria Vaughn Holsted, by and through their attorney of record, hereby amend their complaint in order to dismiss all claims, allegations and references related to their alleged exposure to "air quality problem(s)", "toxic fumes", "contaminated bleed air", and/or a "fume event" as alleged in the Complaint, leaving claims related to a pressurization event. Specifically, Plaintiffs amend paragraphs 3.3, 3.5, 3.7, 3.8, 4.3, 4.4, 5.4, 5.6, 5.7, 6.5, 7.3 and 8.2 as follows:

**III. FACTS**

3.3 Approximately one hour after Flight No. 1705 departed LAX on January 27, 2009, the subject aircraft experienced a problem with the pressurization in the cabin.

3.5 Approximately one hour after Flight No. 1705 departed LAX, a flight attendant alerted the pilot to heat in the cabin.

3.7 Deleted.

3.8 Deleted.

#### IV. DUTY

4.3 Defendant had a duty to provide its passengers with an aircraft that was in good mechanical condition and free of defects such as pressurization problems.

4.4 Deleted.

#### V. NOTICE

5.4 Deleted.

5.6 Deleted.

5.7 Deleted.

#### VI. NEGLIGENCE OR WANTONNESS AND CAUSATION

6.5 Deleted.

#### VII. BREACH OF CONTRACT

7.3 Defendant breached this agreement by failing to safely transport Plaintiffs, Victoria Vaughn Holsted and Valerie Vaughn, and by failing to ensure that the subject aircraft was in good mechanical condition and free of defects such as pressurization problems. As a result, Plaintiffs sustained damages as identified in Section VIII of the Complaint.

#### VIII. DAMAGES

8.2 Defendant's negligence or wantonness and/or breach of contract proximately caused injuries and damages to Plaintiffs, Victoria Vaughn Holsted and Valerie Vaughn, including, but not limited to: serious physical and mental injuries; past and future medical expenses; past and future wage loss, including lost earning capacity; past and future pain and suffering; past and future emotional distress; past and future loss of enjoyment of life; past and future physical and mental disability; trauma; fear; fear of contracting future diseases and complications due to loss of pressurization; fright; embarrassment; and any and all special and general damages allowed by

law or otherwise, all in an amount to be proven at trial. As of the date of this Complaint for damages, Plaintiffs, Victoria Vaughn Holsted and Valerie Vaughn, have not recovered from their injuries, which are therefore alleged to be permanent in nature.

Defendants have consented in writing to this Amendment as set forth below.

DATED: June 20, 2011.

/s James R. Pratt  
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ATTORNEYS FOR PLAINTIFFS

**DEFENDANT'S WRITTEN CONSENT TO AMENDMENT PURSUANT TO RULE 15(a)(2):**

/s Mitesh B. Shah  
H. Thomas Wells, Jr.  
Mitesh B. Shah  
Gregg M. McCormick  
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